

Will Quench That Thirst



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ARMY AND NAVY

The following is an abstract of recent special orders of the Hawaiian Department:

In compliance with telegraphic instructions from the War Department, dated January 17, 1914, Brigadier General Frederick Funston, U. S. Army, will proceed via commercial liner to San Francisco, Cal., thence to Texas City, Texas.

1st Lieutenant William G. Ball, 2d Infantry, Aide-de-Camp, will accompany Brigadier General Frederick Funston, U. S. Army, from Honolulu, H. T., to Texas City, Texas.

Under exceptional circumstances, leave of absence for two months and ten days, to take effect upon departure from station, is granted 1st Lieutenant William H. Dodge, Jr., 1st Field Artillery, Schofield Barracks, H. T.

The troops of the following named posts in this Department will be paid on the muster of January 31, 1914, by Capt. George D. Freeman, Jr., Quartermaster Corps, in person:

Fort Armstrong, Fort De Russy, Fort Kamehameha, Fort Ruger, Fort Shafter, Department Hospital, and Schofield Barracks, H. T.

Private James J. Hills, Quartermaster Corps, Fort Ruger, H. T., will be discharged from the Army by his commanding officer by purchase.

Private Frank Aniaz, Company M, 1st Infantry, Schofield Barracks, H. T., is transferred to Battery C, 1st Field Artillery, that post.

In compliance with General Orders No. 65, War Department, November 15th, 1913, 2d Lieut. Franklin L. Whitely, 1st Infantry, will proceed to Honolulu, H. T., and report to Captain Birch G. Mahaffey, Ordnance Department, Department Ordnance Officer, at these headquarters, at 8:30 a. m., January 26, 1914, to take examination for detail in the ordnance department. Upon completion of the examination, Lieutenant Whitely will return to his proper station.

Under exceptional circumstances, leave of absence for twenty-three days, to take effect upon arrival at San Francisco, Cal., of the April transport, is granted 1st Lieutenant Rollin L. Tilton, Coast Artillery Corps, Fort De Russy, H. T.

Privates Carl Meredith, Troop H, 4th Cavalry, and Ollie M. E. Taylor, Company D, 25th Infantry, Schofield Barracks, H. T., are transferred to the Quartermaster Corps at that post.

A general court-martial is appointed to meet at Schofield Barracks, H. T., at 10 o'clock a. m., on Monday, January 26, 1914, or as soon thereafter as practicable, for the trial of such persons as may be properly brought before it.

Detail for the Court: Lieutenant Colonel Charles T. Menoher, 1st Field Artillery, Captain Samuel P. Lyon, 25th Infantry, Captain Grosvenor L. Townsend, 1st Infantry, Captain Christian Brand, 4th Cavalry, First Lieutenant Edward G. McCleary.

25th Infantry, First Lieutenant Orville N. Tyler, 4th Cavalry, Second Lieutenant William B. Rosevear, Jr., 1st Field Artillery, First Lieutenant Irving J. Phillips, 1st Infantry, Judge advocate.

The employment of a stenographic reporter is authorized.

Corporal Paul Arndt, 10th Company, Coast Artillery Corps, Fort De Russy, H. T., is transferred to the Band, 2d Infantry. He will proceed to Fort Shafter, H. T., reporting on arrival to the commanding officer of the organization to which transferred, for duty.

Private August A. Inke, Company C, 1st Infantry, Schofield Barracks, H. T., will be discharged from the Army by the commanding officer of that post by purchase.

Private George J. Lyons, Troop C, 4th Cavalry, Schofield Barracks, H. T., will be discharged without honor from the Army by the commanding officer of that post, on account of imprisonment under sentence of a civil court.

It being impracticable for First-Class Private Elmer H. Brown, Telephone and Telegraph Detachment, Company M, Signal Corps, on duty at these headquarters, to be quartered with his organization or in public quarters, the Quartermaster Corps will hire suitable quarters for him from January 14, 1914, and while on this duty.

Paragraph 4, Special Orders No. 4, current series, these headquarters, is amended to direct Acting Dental Surgeon Walter L. Reesman to proceed to Fort Ruger, H. T., reporting on arrival to the Commanding Officer, Coast Defense of Oahu, for duty.

Private Alexander Battery F, 1st Field Artillery, Schofield Barracks, H. T., will be discharged from the Army by the commanding officer of that post by purchase.

Paragraph 3, Special Orders No. 4, current series, these headquarters, relating to Acting Dental Surgeon Edwin M. Kennedy, is revoked.

It has been decided that it is not practicable to alter at posts the arm racks, model of 1903, for U. S. rifle model of 1903, and for revolver, to take the automatic pistol.

In the infantry the pistol may be kept in separate arm lockers as provided by ordnance property regulations, and the arm racks, model of 1903, continued in service as long as they are serviceable.

Where arm racks, model of 1903, are in possession of the cavalry organizations, requisition should be submitted for new racks to replace them.

The government has just sold 43,000 cords of cedar wood for shingles from the Washington national forest. The shingles manufactured from this wood, laid six inches to the weather, would cover two and one-half square miles of roof.

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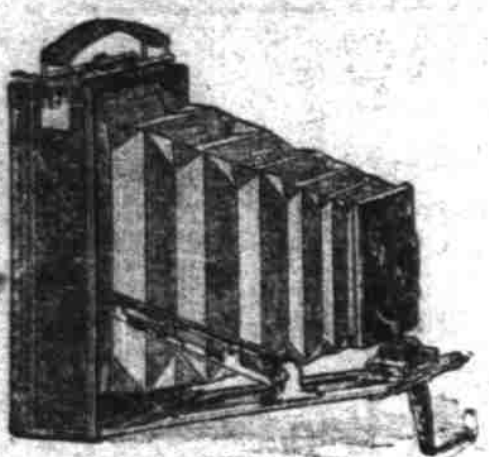
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Honolulu Photo Supply Co.,

"Everything Photographic"

Fort Street

KEALOHA FOUND GUILTY AFTER JURY IS OUT ONE HOUR AND HALF

(Continued from page one)

ing almost every division of law—property, realty and personalty, agency and contract, as well as criminal—constituted the bulk of the defense of Kealoa, by his counsel, Attorney McBride, under trial this week in the circuit court for alleged embezzling of a small sum of money said to have been paid to him by Charles Maguire for county crushed rock.

So entirely legal was the Kealoa defense that not one witness was called to prove that he did not take the money in question, his attorney relying alone on several legal contentions. These were, in brief, that the rock was taken from a quarry which it is claimed is owned by the territory and not the county; that if the defendant had embezzled anything it was rock and not money; that Kealoa had no authority to make sales for the county and that the prosecution had failed to show that by "virtue of employment" (the wording of the indictment) Kealoa was entrusted with the collection of money from county realizations. And so on in so many varied forms that it almost defied the expertise of the court stenographer to keep a record of the McBride objections.

Making his defense a legal one was one that McBride has maintained throughout, he going back over all the grounds yesterday afternoon when he was arguing for a directed verdict of acquittal for his client and is in fact the carrying out of the defense which he started when he began filing demurrers to the many Kealoa indictments.

When a part of the legal travail in the Kealoa trial was ended Wednesday by the court ruling that the prosecution should show "acquiescence" to the sale of county rock by the defendant, while he was a road overseer, the examination of the witnesses was continued. John Kai was recalled to the stand, it being a question asked of him regarding a supervisory resolution which started the canonizing of the McBride objections which delayed the trial while a "legal" defense was made. C. H. Will followed the county clerk, the most damaging portion of his evidence being that he had secured crumbing from the Waiakaeue street quarry, it being known that McBride was resting faith in the belief that the prosecution could not show that the Waiakaeue quarry is county property.

County Treasurer Swain was another witness. He simply testified to the entries in the county realization receipt books and payments made by Kealoa to the county. McBride tried to make capital out of the fact that the receipt books had been out of his control since the graft investigation started, but Swain would not admit that the books were any different from what they were when he last saw them. A sidelight on the county accounting system was given by Swain when he found a receipt made out in a different hand from his or that of his deputy. He finally said that he thought it was Harry Hapal's handwriting. McBride asked him: "Did Hapal have any connection with your office?"

"None whatever," responded the county official. He was unable to explain why the receipt had been filled out by Hapal but thought it was probably on his instructions. When questioned by Judge Parsons, if he remembered this to be true, he admitted that he did not.

McBride consented to admit the testimony of C. H. Brickwood, the former deputy to the treasurer, subject to a mass of objections he was making in the same form to the testimony of all the witnesses. The objections are based on contentions which he argued early in the week that a road overseer cannot sell county property. As he was overruled during the examination of a witness he would monotonously state: "Saving an exception." The purpose of the objections and "saving an exception" is to have them appear in the court record in case a conviction is returned, so another decision can be appealed from to the supreme court on the same legal grounds on which he has made the entire defense.

The comedy of the trial was furnished by the cross-examination of Gooding Field by McBride, both giving and sending as good as the other, which amused the listeners. After Breckons finished with Field, who was a ready witness with much knowledge of the Maguire \$45 rock amount, Claudius took his turn at the account.

POSTAL SAVINGS IN PANAMA ACTIVE

(By Latest Mail)

ANCON, C. Z.—Money order sales for October amounted to \$340,895.46, and the fees to \$1,642.39. Receipts from stamp and card sales and newspaper postage aggregated \$9,460.67. The total collection of revenues was \$35,028.94, and the collection on account of court fines, costs and fees \$1,906.15. During the month a total of \$137,072 was deposited in postal savings accounts and a total of \$170,799 was withdrawn.

The New York, New Haven and Hartford Railroad is the latest corporation to bow to the government and will restore competition in New England by organizing its holdings.

SCULLY WANTS TO SELL LIQUOR LATER AT NIGHT

Makes Application for Extension of Open Hours for Waikiki Inn

John T. Scully, manager of the Waikiki Inn, the Waikiki beach resort, wants additional privileges for liquor selling at his place and yesterday submitted the request in writing to the board of liquor license commissioners in the form of two letters. The first letter says:

"Application is hereby respectfully made for an extension of the week-day after-hour privileges of the Waikiki Inn, Ltd., from 11:30 o'clock p. m. to 1 o'clock a. m.

"A favorable consideration of this application would place the Waikiki Inn, Ltd., in respect to after-hour privileges and Sundays, in the same position as the other Honolulu hotels."

The other letter says: "Application is hereby respectfully made for an extension of the after-hour privileges of the Waikiki Inn, Ltd., during Carnival Week, as follows:

"From the 16th to the 20th, both inclusive, and on the 23rd of February next, after-hour privileges until 3 o'clock a. m., and on the 21st of February next, until 1 o'clock a. m.

"A favorable consideration of this application would result in the after-hour privileges being the same on the 21st and 22nd as now enjoyed by the other hotels in Honolulu, and an extension of the week-day privileges until 3 o'clock a. m."

Action on the letters was deferred until the next meeting, February 6. Chairman Castle stated to Scully that no other hotels have asked for an extension of after-hour privileges during the Carnival season, though it was expected that some would do so.

The extension of the regular after-hour privileges for the Inn is expected to bring out some protests.

SUPREME COURT ORDER MODIFIES RULING IN HORNER BROTHERS SUIT

(Continued from page one)

change of position cannot escape the legal consequences of his fraudulent conduct by showing that the fraud might have been discovered by the other had he used due diligence.

"From what has been said it follows that the plaintiff is entitled to receive the fund in court. Plaintiff's counsel now concedes this to be the full amount due the plaintiff upon the accounting. The decree appealed from should be modified accordingly, and the case is remanded to the circuit judge."

D. L. Withington and A. L. Castle appeared as counsel for Robert Horner, the plaintiff, and I. M. Stainback, of the firm of Holmes, Stanley and Olson, presented the argument for the defendant.

The supreme court's syllabus says: "In order to establish an estoppel based upon a misrepresentation of a material fact the party asserting the estoppel must show that he relied on the truth of the representation, and it is a rule of general application that there can be no estoppel for misrepresentation where the party asserting it knew the facts or had at hand ready means of ascertaining them before he acted."

The suit originally was brought by Robert Horner against his brother, Albert Horner, for the dissolution of J. M. Horner & Sons, and for an accounting. H. Hackfeld & Company also was made a party defendant upon the claim that, as former agent of the firm, it had during the year 1911 received certain moneys amounting to \$32,500, of which it had paid Albert Horner the sum of \$15,410.42, which, it was alleged, was in excess of his proportionate share as a member of the firm. The balance, it was averred, remained in the possession of H. Hackfeld & Company.

The plaintiff claimed to be entitled to \$20,893.41 from the defendants. Eventually H. Hackfeld & Company represented that the balance of \$17,089.58 in its possession was claimed by T. H. Davies & Company as well as by the plaintiff. This money was finally paid into court and the suit then began against Albert Horner and the latter firm.

HUI AU KAI WILL ENTERTAIN AT DANCE AT OUTRIGGER TONIGHT

There will be dancing tonight at the Outrigger Club. With the pavilion surrounded by lanterns of several colors, and with the music of "Dude" Miller's splendid quintet, Honoluluans and maritimers will have a fine evening. The Hui Au Kai, the girls' swimming club, is giving the dance to raise money with which to bring from the mainland a swimming team of girls for the carnival.

From the way tickets are being sold, there will be a large crowd present. The thanks of the Hui Au Kai has been extended to the Mercantile Printing Company, J. H. Hertsche, manager of the Seaside, and "Dude" Miller for assisting the dance in their respective ways. Miller is furnishing his quintet without charge.

Northwestern Russia is suffering from a terrific snowstorm and blizzard. One hundred and fifty deaths from cold and exposure are reported.

The twelve worst boys in the United States have been sent to a ranch near Reno, Nevada, to establish the Last Chance Boy's Club which is supported by Jack London, Upton Sinclair, Robert Hunter and Jack Robbins.

GOVERNOR DIDN'T ASK COTTRILL BE KEPT IN OFFICE

'Only by Courtesy' Repeats Request--Will Not Embarrass National Administration

Governor Pinkham's cablegram to Washington regarding the move on the part of treasury department officials to displace Collector of Internal Revenue Cottrill was not a gubernatorial request that the collector be retained.

Furthermore, the governor, in connection with his action, has stated explicitly that his policy with regard to such federal offices is to leave the national administration unembarrassed by the territorial administration.

This and more is set forth in the reply which the governor has written to the Merchants' Association in response to the receipt of a copy of the resolution passed by the association favoring Mr. Cottrill's retention.

The letter says: "January 23, 1914.

"J. T. Warren, Esq., Secretary, Honolulu Merchants' Association, Honolulu, T. H."

"Sir: "I beg to acknowledge the receipt of a copy of the resolution passed by your association on the 21st inst., in favor of the retention of Hon. Charles A. Cottrill as collector of internal revenue for the district of Hawaii until the expiration of the usual term of office.

"I beg to inform you that on the 9th of January I cabled the secretary of the interior as follows: 'Only by courtesy I repeat Cottrill's request to be allowed to serve out internal revenue term.'

"I considered the treasury department to be the best judge of the Hon. C. A. Cottrill's past services and future usefulness, and the policy to be pursued to be that of the administration at Washington unembarrassed by the territorial administration.

"I have received no intimations as to the wishes of the treasury department as to the office in question.

"Respectfully, "LUCIUS E. PINKHAM, Governor of Hawaii."

AMUSEMENT PIER PLANS MEET APPROVAL OF PROMOTION COMMITTEE

Honolulu will, in the near future, doubtless be able to boast of an attractive recreation pier if the plans for such a project, as presented at the meeting of the Promotion Committee yesterday afternoon by Harry L. Kerr, the local architect, are accepted by that organization. The needs of a recreation pier for this city, preferably at Waikiki, was first broached to the trustees of the Chamber of Commerce which, body, in turn, referred it for the consideration of the promotionists.

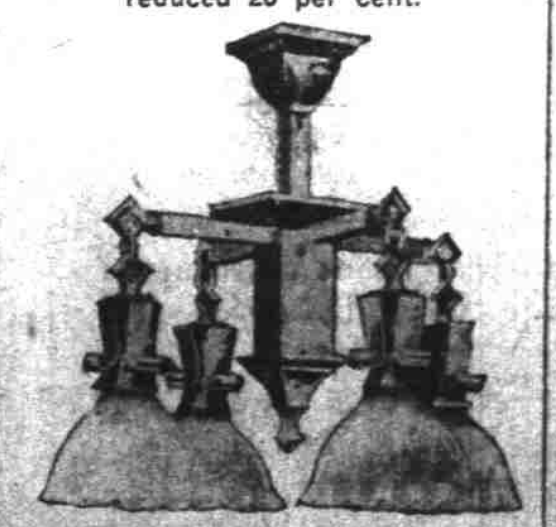
According to Mr. Kerr's plans, the building would be a two-story affair with a tropical approach. The basement would contain lockers for bathers, the main floor turned over to amusements of various sorts, and the upper story would be utilized as an assembly hall containing paintings and photographs of island scenes and other matter more in the form of advertising mediums. Mr. Kerr's plans seemed to meet with favorable consideration by the members of the committee, but no definite action was taken as the body wishes to give further time to the matter.

The progress of the Trail and Mountain Club, as well as the needs of that organization, was the gist of an interesting talk by Dr. Doremus Scudder, who urged that the Promotion Committee join with the organization in the effort to put the several mountain trails in order so that parties of tourists might be made up and taken to the different points of interest in the "hills." It was pointed out that the department of public works, in order to protect the water sources of Honolulu, had, in some places, run barbed wire fences across the trails and thus obstructed an otherwise easy passage. A committee composed of Dr. Scudder, Lorrin Thurston and Mr. Beal was appointed to take this matter up with the department. The meeting was concluded with the reading of correspondence from persons desiring information concerning the islands.

The wireless telegraph station at Sayville, N. Y., got into communication with the Pacific coast for the first time.

A couple in New York, man and wife for several years, have been married under the new ritual of the New Thought Church, in which harmony of "vibrations" is the main consideration.

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Is the way the lovelorn poet sang long ago, but the modern woman, if she would have a beautiful skin and a matchless complexion, knows that it is a matter of care and the use of

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STATEMENT OF CONDITION AT THE CLOSE OF BUSINESS DECEMBER 31, 1913.

ASSETS.		LIABILITIES.	
Loans, Discounts and Over-		Capital Paid Up	\$ 600,000.00
drafts	\$3,506,583.37	Surplus	500,000.00
Bonds	937,947.75	Undivided Profits	161,898.06
Bank Premises, Honolulu	175,674.77	Pension Fund	40,198.97
Bank Premises, Lihue	15,000.00	Letters of Credit Outstanding	73,104.47
Customers' Liabilities under Letters of Credit	73,104.47	Dividends Unclaimed for	912.00
Other Assets	3,270.49	Deposits	4,553,555.54
Cash and Due from Banks	1,218,388.49		
	\$5,929,669.34		\$5,929,669.34

Territory of Hawaii)
City and County of Honolulu)
I, F. B. DAMON, Cashier, being first duly sworn, do solemnly swear that the above statement is true to the best of my knowledge and belief.
F. B. DAMON, Cashier.

Examined and found correct:
GEORGE R. CARTER,)
R. A. COOKE,) Directors
F. C. ATHERTON,)
H. H. WALKER, Auditor.

Subscribed and sworn to before me this 2nd day of January, 1914.
J. D. MARQUES,
Notary Public, First Judicial Circuit, T. H.
5761-71.